

## MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

December 21, 1961  
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

## Roll call:

Present: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Absent: None

Present also: W. T. Williams, Jr., City Manager; Doren R. Eskew, City Attorney; Reuben Rountree, Jr., Director of Public Works; Robert A. Miles, Chief of Police

Invocation was delivered by REV. I. W. OLIVER, Highland Park Baptist Church.

The City Manager submitted the following:

"December 19, 1961

"To: W. T. Williams, Jr., City Manager      Subject: Contract Number 61-D-28

"Following is a tabulation of the bids received at 10:00 A.M., Tuesday, December 19, 1961, for the construction of a concrete retaining wall with earth embankment and concrete riprap for bank protection on Waller Creek at the southeast corner of Red River Street and East Second Street and construction of a reinforced concrete culvert in Santos Street at Vargas Road - Contract Number 61-D-28.

"Werneburg Construction Company	\$ 9,710.65
Texas Bridge Company, Inc.	9,751.00
Larson-Pugh, Inc.	11,125.00
Ed H. Page	11,485.00
Maufrais Brothers, Inc.	12,118.00
"City's Estimate	\$ 9,385.00

"I recommend that Werneburg Construction Company with their low bid of \$9,710.65 be awarded the contract for this project.

S/ S. Reuben Rountree, Jr.  
Director of Public Works"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on December 19, 1961, for the construction of a concrete retaining wall with earth embankment and concrete riprap for bank protection on Waller Creek at the southeast corner of Red River Street and East Second Street and construction of a reinforced concrete culvert in Santos Street at Vargas Road - Contract Number 61-D-28; and,

WHEREAS, the bid of Werneburg Construction Company, in the sum of \$9,710.65, was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Public Works of the City of Austin and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Werneburg Construction Company, in the sum of \$9,710.65, be and the same is hereby accepted, and that W. T. Williams, Jr., City Manager of the City of Austin, be and he is hereby authorized to execute a contract, on behalf of the City, with said Werneburg Construction Company.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The City Manager submitted the following:

"December 19, 1961

"To: W. T. Williams, Jr., City Manager      Subject: Assessment Paving Contract  
Number 61-A-27, consisting  
of 21 units

"Following is a tabulation of the bids received at 10:00 A.M., Tuesday, December 19, 1961, for the construction of approximately fifty-one blocks of pavement and accessories known as Assessment Paving Contract Number 61-A-27, consisting of 21 units.

"Lee Maners	\$153,290.94
Giesen & Latson Construction Company	159,760.03
Texas Bridge Company, Inc.	160,815.32
J. W. Steelman	165,176.14
Ed H. Page	177,069.77
Collins Construction Company of Texas	181,535.04
"City's Estimate	\$161,624.39

"I recommend that Lee Maners with his low bid of \$153,290.94 be awarded the contract for this project.

S/ S. Reuben Rountree, Jr.  
Director of Public Works"

After discussion regarding getting the skips between Chicon and Comal included, Councilman Armstrong offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on December 19, for the construction of approximately fifty-one blocks of pavement and accessories known as Assessment Paving Contract Number 61-A-27, consisting of 21 units; and,

WHEREAS, the bid of Lee Maners, in the sum of \$153,290.94, was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Public Works of the City of Austin and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Lee Maners, in the sum of \$153,290.94, be and the same is hereby accepted, and that W. T. Williams, Jr., City Manager of the City of Austin, be and he is hereby authorized to execute a contract, on behalf of the City, with Lee Maners.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

No action was taken on the awarding of the contract for installation of a lawn irrigation system at Municipal Airport (\$11,742.91) as the bidder had become critically ill.

No action was taken on the zoning ordinance covering the following change, until the required letter was filed:

FRANK E. MONTGOMERY	Rear of 1708-1714	From "A" Residence 1st
	Manor Road	Height and Area
		To "B" Residence 2nd
		Height and Area

Mayor Palmer introduced the following ordinance:

AN ORDINANCE ORDERING A CHANGE IN USE AND CHANGING THE USE MAPS ACCOMPANYING CHAPTER 39 OF THE AUSTIN CITY CODE OF 1954 AS FOLLOWS: (1) SECTION 3: TWO (2) LOTS FRONTING 120 FEET ON THE WEST RIGHT-OF-WAY LINE OF RUSSELL DRIVE, BEGINNING AT A POINT 49.83 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF BEN WHITE BLVD., AND HAVING AN AVERAGE DEPTH OF 227.38 FEET; AND FOUR (4) LOTS FRONTING 219.03 FEET ON THE EAST RIGHT-OF-WAY LINE OF RUSSELL DRIVE AND 191 FEET ON THE NORTH-RIGHT-OF-WAY LINE OF BEN WHITE BLVD. SAME BEING LOTS 10 & 11, BLOCK C AND LOTS 3 - 6, BLOCK F, FORD PLACE NO. 1 SUBDIVISION; SIX (6) PARCELS AND A PORTION OF ELEVEN (11) PARCELS OF LAND FRONTING 1258.33 FEET ON THE

NORTH RIGHT-OF-WAY LINE OF BEN WHITE BLVD. AND 364.95 FEET ON THE SOUTH RIGHT-OF-WAY LINE OF FORT VIEW ROAD, LOCALLY KNOWN AS 1404-1706 W. BEN WHITE BLVD. 1403-1501 FORT VIEW ROAD, AND 4308-4310 AND 4307-4313 RUSSELL DRIVE, FROM "A" RESIDENTIAL DISTRICT TO "GR" GENERAL RETAIL DISTRICT; (2) SECTION 3a: SIX (6) PARCELS AND A PORTION OF ELEVEN (11) PARCELS OF LAND FRONTING A TOTAL OF 1317.41 FEET MORE OR LESS, ON THE SOUTH RIGHT-OF-WAY LINE OF FORT VIEW ROAD; 191.01 FEET ON THE EAST RIGHT-OF-WAY LINE OF RUSSELL DRIVE, AND 215 FEET ON THE WEST RIGHT-OF-WAY LINE OF RUSSELL DRIVE. SAME BEING THE NORTH 163.29 FEET OF LOTS 4-14, CHARLES WENDLANDT SUBDIVISION, UNRECORDED; LOTS 7-9, BLOCK F, FORD PLACE NO. 1 SUBDIVISION, AND THREE (3) ADJACENT TRACTS, LOCALLY KNOWN AS 1503-1811 FORT VIEW ROAD, AND 4300-4306 AND 4301-4305 RUSSELL DRIVE, FROM "A" RESIDENTIAL DISTRICT TO "O" OFFICE DISTRICT; ALL OF SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Council of the City of Austin hereby approves as a filling station site the property located on the north side of East Seventh Street and 46 feet east of Neches Street, which property fronts 48.0 feet on East Seventh Street, being known as the east 23 feet of Lot 1 and the west 25 feet of Lot 2 of Block 88 of the Original City of Austin, Travis County, Texas, and hereby

authorizes the said Alex Dochen to construct, maintain, and operate a drive-in gasoline filling station and to construct curbs, ramps, and sidewalks in conjunction therewith subject to the same being constructed in compliance with all ordinances relating thereto, and further subject to the foregoing attached recommendations and plans. The Building Inspector is hereby authorized to issue an occupancy permit for the operation of this filling station after full compliance with all the provisions of this resolution, and said permission shall be held to be granted and accepted to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper Police, Traffic and Fire regulations; and the right of revocation is retained, if after hearing it is found by the City Council that the said Alex Dochen has failed and refused and will continue to fail and refuse to perform any such conditions, regulations, and ordinances.

(Recommendations attached)

"December 21, 1961

"Mr. W. T. Williams, Jr.  
City Manager  
Austin, Texas

"Dear Sir:

"We, the undersigned, have considered the application of Alex Dochen for permission to construct, maintain, and operate a drive-in gasoline filling station and to construct commercial driveways in conjunction therewith upon the property located on the north side of East Seventh Street and 46 feet East of Neches Street, which property fronts 48.0 feet on East Seventh Street, being known as the east 23 feet of Lot 1 and the west 25 feet of Lot 2 of Block 88 of the Original City of Austin, Travis County, Texas, and the property upon which this filling station is to be located is owned by Alex Dochen, et al. We hereby advise that the following conditions exist.

"The property upon which this filling station is to be located is designated as "C" Commercial Use District upon the zoning maps of the City of Austin.

"All drainage, natural or otherwise, from this filling station is to be disposed of in such a manner that such drainage will not flow across the sidewalk area into the street, and furthermore, shall not create a nuisance to others in the neighborhood. It is understood that the disposal of such drainage shall be entirely the responsibility of the property owner. Any waste connection to a storm sewer which empties into an open drainageway shall be discontinued, if the waste becomes a nuisance or damages any property or rights of others in the vicinity of the open drainageway.

"We recommend that Alex Dochen be granted permission to construct, maintain, and operate said drive-in gasoline filling station and to construct curbs, ramps and sidewalks in conjunction therewith subject to the following conditions.

"(1) That all buildings and equipment shall be placed inside of the property line; correct lines to be obtained before construction starts or equipment is installed. Lines and grades to be obtained from the Department of Public Works for entrances and driveways; building lines to be approved by the City Building Inspector. That the applicant shall confer with the Department of Public Works as to future grades of the sidewalks and gutters on the adjacent

streets before he starts any construction relative to the filling station.

"(2) That only underground tanks shall be used, and that all pumps shall be so located that it will be impracticable to service motor vehicles therefrom while said motor vehicles are standing on any part of a sidewalk, street, or alley.

"(3) That the gasoline tanks, pumps, and all equipment used in connection with the storage and handling of gasoline shall be an approved type and shall bear the label of Underwriters Laboratories, Inc., and that all construction of the filling station improvements shall be in accordance with the Building Ordinance, the Zoning Ordinance, the Filling Station Ordinance, and in accordance with the ordinance prohibiting the disposal of commercial water or oils upon the City Streets.

"(4) That the grades of the station shall be such that no waste water or oils or any floor washings shall ever pass over the City sidewalk area and that all of said oils and water shall be concentrated into a combined grease and sand trap which shall be constructed in accordance with our standard plan 2-H-146.

"(5) That all filling station improvements, pump islands, driveways, ramps, gutters, sidewalks, and curbs shall be constructed of concrete at the expense of the applicant as set forth upon the plan, hereto attached, which plan bears the Department of Public Works file number 2-H-1933.

"(6) Expansion joints shall be constructed as shown upon the plan, hereto attached, marked 2-H-1933 and shall be of the premoulded type.

"(7) When the owner considers that he has complied with all the requirements of the City of Austin for filling stations, he shall apply for a final inspection, and upon approval, the Building Inspector shall issue a Certification of Operation before such filling station can be put into service.

"Respectfully submitted,  
s/ S. Reuben Rountree, Jr.  
Director of Public Works  
s/ Dick T. Jordan  
Building Official"

The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That W. T. Williams, Jr., City Manager, be and he is hereby authorized and directed to convey to the State of Texas, the hereinafter described two tracts of land condemned of N. J. Wonsley, et ux, and of the Texas Conference Association of Seventh Day Adventists, respectively;

Such Conveyance to be for and in consideration of the payment by the State of Texas of one half of the cost of condemnation of such tracts in accordance with the terms of that certain contract entered into by and between the City of Austin and the State of Texas on the 30th day of April, 1959, for the acquisition of right-of-way for Loop 275 of U. S. 183, between North Lamar Boulevard and Interstate 35, in the City of Austin;

Said tracts of land being more particularly described as follows:

TRACT 1:

4.741 acres of land, more or less, same being out of and a part of that certain original 75.51 acre tract of land out of the James P. Wallace Survey No. 57, Abstract No. 789 in Travis County, Texas, which 75.51 acre tract of land was conveyed to N. J. Wonsley et ux by deed dated October 9, 1929 of record in Volume 442, page 321, Deed Records of Travis County, Texas, which 4.741 acres of land, more or less, are more particularly described by metes and bounds as follows:

BEGINNING at a point in the northwest line of said original 75.51 acre tract of land same being the southeast line of adjoining Roadmac Corporation 12.03 acre tract of land and from which point of beginning the west corner of said original 75.51 acre tract of land bears South  $23^{\circ} 09'$  West 486.5 feet, said point of beginning also being in the southwest right-of-way line of the proposed location of U. S. Highway 183, 100.0 feet right of Survey Station 410/61.5 thereof;

THENCE North  $23^{\circ} 09'$  East along the northwest line of said original 75.51 acre tract at 53.3 feet the southwest line of an 80.0 foot wide right-of-way secured by the City of Austin for the construction of a street, at 104.0 feet Survey Station 410 / 32.5 on the centerline of the proposed location of U. S. Highway 183, at 133.9 the northeast line of said 80.0 foot wide right-of-way, in all 207.6 feet to a point 100.0 feet left of Survey Station 410/05.6 in the northeast right-of-way line of said proposed location of U. S. Highway 183;

THENCE in a southeasterly direction 100.0 feet from and parallel to the centerline of said proposed location of U. S. Highway 183 along the northeast right-of-way line thereof same being along a curve to the right of 2,964.93 feet radius sub-chord bearing South  $51^{\circ} 54'$  East 778.0 feet an arc distance of 780.3 feet to a point 100.0 feet left of Survey Station 417/59.6 the P.T. of a  $2^{\circ} 00'$  centerline curve to the right of  $22^{\circ} 48'$  central angle;

THENCE South  $36^{\circ} 49'$  East 1,123.5 feet continuing 100.0 feet from and parallel to the centerline of said proposed location of U. S. Highway 183 to a point 100.0 feet left of Survey Station 428/83.1 thereof and 441.8 feet right of Survey Station 563/94.6 of present Interstate Highway 35 for a point in the revised northwest right-of-way line thereof;

THENCE South  $53^{\circ} 11'$  West 46.9 feet along the said northwest right-of-way limits of Interstate Highway 35 same being the southwesterly most right-of-way limits of U. S. Highway 183, to a point in the southwest line of said original 75.51 acre tract from which point the south corner thereof bears South  $59^{\circ} 51'$  East 310.4 feet;

THENCE North  $59^{\circ} 51'$  West along the southwest line of said original 75.51

acre tract same being the northeast line of adjoining Louis C. Page 15.68 acre tract of land, at 91.5 feet the northeast line of an 80.0 foot wide right-of-way secured by the City of Austin for the construction of a street, at 135.6 feet Survey Station 427/ 57.9 the centerline of the proposed location of said U. S. Highway 183 in all 391.7 feet to a point 100.0 feet right of Station 425/22.9;

THENCE North  $36^{\circ} 49'$  West 763.4 feet along the southwest right-of-way line of the proposed location of said U. S. Highway 183, 100.0 feet from and parallel to the centerline thereof to a point 100.0 feet right of Survey Station 417/ 59.6 the P.T. of said  $2^{\circ} 00'$  centerline curve;

THENCE in a northwesterly direction continuing 100.0 feet from and parallel to the centerline of said proposed location of U. S. Highway 183 along the southwest right-of-way thereof same being along a curve of 2,764.93 feet radius sub-chord bearing North  $50^{\circ} 47'$  West 672.0' an arc distance of 673.7 feet to the point of beginning.

SAVE AND EXCEPT that portion of an 80.0 foot wide right-of-way out of the above said tract of land secured by the City of Austin for the construction of a street and described as the SECOND TRACT in that certain deed from Roadmac Corporation to the City of Austin dated February 28, 1958, of record in Volume 1916, page 349-353, Deed Records of Travis County, Texas.

TRACT 2:

0.543 of one acre of land, more or less, same being out of and a part of that certain original 34.83 acres of land out of the James P. Wallace Survey No. 57, Abstract No. 789, in Travis County, Texas, which original 34.83 acres were conveyed to Jack C. Adams, Trustee, by deed dated November 1, 1957 of record in Volume 1921, Page 424, of the Travis County Deed Records, said 0.543 of one acre of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southeast line of said 12.03 acre tract of land, same being the northwest line of the adjoining N. J. Wonsley 45.179 acre tract and from which point of beginning the south corner of said 12.03 acre tract of land bears South  $23^{\circ} 09'$  West 486.5 feet, said point of beginning also being in the southwest right of way line of the proposed location of U. S. Highway 183, 100.0 feet right of Survey Station 410 / 61.5 thereof and 53.3 feet South  $23^{\circ} 09'$  West of the east corner of said 12.03 acre tract of land, said east corner being in the south line of an 80.0 foot wide right of way secured by the City of Austin for the construction of a street;

THENCE in a Northwesterly direction 100.0 feet from and parallel to the centerline of said proposed location of U. S. Highway 183 along the southwest right of way line thereof, same being along a curve to the left of 2,764.93 feet radius sub-chord bearing North  $55^{\circ} 12'$  West 426.2 feet an arc distance of 426.6 feet to a point 100.0 feet right of Survey Station 406 / 19.6, the P. C. of a  $2^{\circ} 00'$  centerline curve to the right of  $22^{\circ} 48'$  central angle;

THENCE North  $59^{\circ} 37'$  West 533.0 feet continuing along the southwest right of way line 100.0 feet from and parallel to the centerline of the proposed location of said U. S. Highway 183 and 20.0 feet from and parallel to the northeast line of said 12.03 acre tract, same being the southwest line of said 80.0 foot right of way to a point in the northwest line of said 12.03 acre tract, same

being the southeast line of adjoining Austin Public Free Schools 7.54 acre tract, said point also being 100.0 feet right of Survey Station 400 / 86.6 and 519.5 feet North 31° 35' East of the West corner of said 12.03 acre tract;

THENCE North 31° 35' East 20.0 feet, along the northwest line of said 12.03 acre tract to the north corner thereof, same being in the southwest right of way line of present Anderson Lane 80.0 feet right of Survey Station 400/87.0 of said proposed U. S. Highway 183;

THENCE South 59° 37' East 311.0 feet, 80.0 feet from and parallel to the centerline of the proposed location of U. S. Highway 183 along the southwest right of way line of present Anderson Lane to a point for the beginning of the 80.0 foot wide right of way secured by the City of Austin for the construction of a street;

THENCE continuing South 59° 37' East 222.0 feet, 80.0 feet from and parallel to the centerline of the proposed location of U. S. Highway 183 along the southwest right of way line of the 80.0 foot wide right of way secured by the City of Austin to a point 80.0 feet right of Survey Station 406 / 19.6 the said P. C. of a 2° 00' centerline curve to the right of 22° 48' central angle;

THENCE Continuing South 59° 37' East 418.0 feet along the Southwest right of way line of said 80.0 foot wide right of way secured by the City of Austin for the construction of a street to the east corner of said 12.03 acre tract of land, said corner being 48.7 feet right of Survey Station 410 / 46.6;

THENCE South 23° 09' West 53.3 feet along the southeast line of said 12.03 acre tract to the point of beginning.

The motion, seconded by Councilman Shanks, carried by the following vote:  
Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That W. T. Williams, Jr., City Manager, be and he is hereby authorized and directed to convey the hereinafter described property to the State of Texas for and in consideration of the sum of one half of the cost of the said tract of land; said conveyance being made in accordance with the terms of that certain contract entered into between the City of Austin and The State of Texas on October 17, 1957, for the acquisition of right of way for what is now known as Ben White Boulevard, in the City of Austin.

Said tract being more particularly described by metes and bounds as follows:

3.88 acres of land, same being out of and a part of that certain portion of the Charles H. Riddle Survey in the City of Austin, Travis County, Texas, which was conveyed

to Delbert Gibson by warranty deed dated October 23, 1948, of record in Volume 930 at page 144 of the Deed Records of Travis County, Texas, said 3.88 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the herein described tract of land same being the southeast corner of the said Delbert Gibson tract of land same being the point of intersection of the west line of Manchaca Road with the north line of Allred Lane;

THENCE with the east line of the said Delbert Gibson tract of land same being the west line of Manchaca Road North  $29^{\circ} 56'$  East 159.58 feet to a point in the proposed north line of Ben White Boulevard same being the northeast corner of the herein described tract of land;

THENCE with the proposed north line of Ben White Boulevard North  $59^{\circ} 57'$  West 1050.40 feet to an iron stake in the present corporate limit line of the City of Austin, Travis County, Texas, as adopted by the City Council of the City of Austin by Ordinance dated December 20, 1951, same being the northwest corner of the herein described tract of land;

THENCE with the said present corporate limit line of the City of Austin South  $40^{\circ} 15'$  West 160.29 feet to the southwest corner of the herein described tract of land same being the southwest corner of the said Delbert Gibson tract of land;

THENCE with the south line of the said Delbert Gibson tract of land in a southeasterly direction to the point of beginning.

The motion, seconded by Councilman Shanks, carried by the following vote:  
Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The City Manager stated in connection with the matter of lowering Lake Austin, he had received a letter from the L.C.R.A. which he had to answer before they proceeded with the lowering of the lake, approximately 12 feet beginning January 22, 1962, and starting it back up February 12th. He read the following letter:

"LOWER COLORADO RIVER AUTHORITY

"December 15, 1961

"Mr. W. T. Williams, Jr.  
City Manager, City of Austin  
Austin, Texas

"Dear Mr. Williams:

"This will refer to Mr. Kinney's letter of December 8, 1961, wherein the City of Austin requests the LCRA to lower and control the lake elevation of Lake Austin approximately 12 feet below the crest of the dam. The letter requested that the period of such operation is to start down January 22, 1962 and start back up February 12, 1962.

"The Authority desires to cooperate with the City in the lake lowering to curtail the weed growth to the extent such lake lowering is economical and feasible. Due to the present levels of Lake Buchanan and Lake Travis and in view of long-range weather forecasts, the Authority is willing to endeavor to lower the water level of Lake Austin during the period mentioned above on the following basis:

"1. Authority will begin lowering the elevation of Lake Austin on Monday, January 22, 1962, by operation of the unit or units available at Austin Dam until the lake has been lowered approximately 12 feet. Authority plans to curtail operation of its Marshall Ford generating units during the drawdown period to the extent possible, provided the elevation of Lake Travis, in the sole opinion of Authority, permits such type of operation.

"2. As a result of such operation procedures for Marshall Ford plant it will be necessary to hold in Lake Travis storage 16,000 acre feet of water more than would be retained under normal operating conditions. If the Authority is required to release water through the flood gates at Marshall Ford during February, March, April and/or May, 1962, in accordance with existing agreements covering operation of facilities for flood control purposes, the amount of water so released up to 16,000 acre-feet will represent a loss in electric energy production equal to 200 kilowatt hours per acre-foot. City agrees to deliver power and energy to Authority from its available capacity when requested by Authority, and City shall make no charge for the energy which it delivers during 1962 in an amount equal to the sum of the following:

- "(a) The acre-feet of water released through the flood gates at Marshall Ford during February, March, April and May, 1962, times 200 kilowatt-hours, provided, however, that the maximum amount of the obligation under this subparagraph (a) shall not exceed 3,200,000 kilowatt-hours, and
- "(b) The total loss in kilowatt-hours as a direct result of operating the Austin hydro plant at reduced head during the drawdown period. Such determination is to be made under the same basis used in 1958, 1959, 1960 and 1961.

"3. As a result of lowering the water elevation at Lake Austin, Authority will be required to use water from City's water mains in the operation of its air-conditioning system in the LCRA General Office Building. City agrees to read the water meter at Authority's General Office Building on the day that the air-conditioning system is transferred to City water and to again read such meter on the day the air-conditioning equipment is transferred to lake water after Lake Austin has been refilled. No charge for the water used by Authority during such period, as determined by the two meter readings listed above, shall be made by City.

"4. City has knowledge of Authority's responsibility with reference to the operation of its facilities for flood control, and City agrees that Authority

cannot make a definite commitment with reference to the maintenance of the water level in Lake Austin. Authority will endeavor to operate its facilities as set out above; however, Authority reserves the right to discharge water from Marshall Ford Reservoir into Lake Austin in any manner and to any extent and at any time deemed advisable in the sole discretion of Authority. Authority also reserves the right to operate the facilities at Austin Dam, including turbines, flood gates, etc., in any manner deemed advisable by Authority.

"5. City agrees to protect and save Authority harmless from any claims for damages that may be asserted by reason of or resulting from or pertaining to the lowering and refilling of Lake Austin as set out above; and by reason of or resulting from or pertaining to any work which City might do in the Lake Austin Reservoir.

"If the above is in accordance with your understanding and is satisfactory to City, please so indicate on copy of this letter at the place provided and return same to Authority, and upon receipt thereof we will proceed with the plan outlined above.

"Yours very truly,  
s/ W. S. Gideon  
W. S. Gideon  
General Manager

"The above terms and conditions under which the elevation of Lake Austin is to be lowered in January, 1962, are hereby declared to be satisfactory to and are accepted and approved by the City of Austin this \_\_\_\_\_ day of December, 1961.

CITY OF AUSTIN

By \_\_\_\_\_  
W. T. Williams, Jr.  
City Manager"

The Mayor stated this agreement was in line with the terms of the agreements in the past, and he asked the Press, TV and Radio to announce that any property owner along the lake wishing to do any shore-line improvements or make any change in his shore line, to make application to the Director of Public Works, and to further announce that the Council was holding firm on raising the lake on the scheduled time because it was a costly operation and the Council did not want to make any extension of time for leaving the lake down. Councilman White moved that the City Manager be authorized to enter into the agreement with the L.C.R.A. as set out in its letter of December 15, 1961, which the City Manager had just read. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

Mayor Palmer announced that the Council would now hold a public hearing on the Cooperation Agreement with the Austin Housing Authority, as legally advertised on October 19th and December 11, 1961, giving 60 days notice of the hearing as required. MR. CHARLES HERRING, Attorney for the Austin Housing Authority, introduced the Board of Directors, MESSRS. HUBERT JONES, Chairman; MAX BROOKS, BILL PETRI, DR. EDMUND HEINSOHN, and noted MRS. LOUISE HAYNE, member, was not present. DR. HEINSOHN commemorated MR. W. W. (JACK) STEWART who had been Executive Secretary of the Housing Authority for 15 years. MR. CHARLES HERRING presented the proposal of the Austin Housing Authority stating the purpose was to provide low rent housing for people financially unable to live in decent houses, and he explained the provisions of the Texas statutes pertaining to the Austin Housing Authority, which was not intended to enter into any project without the approval of the City government. He stated 800 units had been constructed over a long period of time since the 1930's; and the community had been benefitted in that some bad conditions that had existed had been abolished. This proposal today is one provided to take care of decent housing for the aged, and application had been made and approved for 200 units to be used exclusively for the aged. Out of 17,000 people 65 years of age and over, there are 8,000 living in sub-standard areas or are not living in the type of housing they deserve. Mr. Herring discussed the type of financing for these housing projects and the possible types of construction; however, the approval of the City Council as the governing body must be obtained through the cooperation agreement before plans could be made. He listed the City's responsibility for furnishing utilities to a project at the same rate it charges other customers; and that it would maintain the already constructed and dedicated streets in the same manner it would any other street in a residential area. He explained other provisions in the agreement pertaining to elimination of a certain number of slum units similar to what had been done previously in the purchases of rights-of-way, etc.; and pertaining to the amount of money paid in lieu of taxes. Mr. Herring stated the first thing necessary would be a careful definite survey of the city's needs and locations. He stated the proposal would be good for the city and good for the people who were given a chance to live in these places, and he thought it would be good for the public interest. He requested that the City Council permit them to apply for the preliminary loan and approve the cooperation agreement similar to those already entered into for other projects.

Opposition was expressed by former Senator JOE HILL, who made inquiry about the amount of money involved now and how much will be involved in the future. Mr. Hill discussed the payment in lieu of taxes, the tearing down of slum dwellings, and some commitments that had not been lived up to; he discussed the survey to be made, although there seemed to have already been a survey going on. He stated more information should be made available.

MR. C. T. JOHNSON, MISS MATTIE SHARP BREWER, retired school teacher, MR. STUART LONG, representing the Knebel Post, American Legion; MR. W. L. BERGSTROM, representing the veterans; MRS. SACKETT, Travis County Democratic Women's Committee, MRS. EMMA LONG, PETE McNEIL, Austin Building and Trades Council, MRS. EDGAR PERRY, Adult Service Council; MRS. CECIL CABINESS, Chairman of the Austin Federation of Women's Clubs; two residents of Chalmers Court; a colored lady representing a group of colored people, MR. C. D. NELSON, MRS. DON, MRS. FRANCIS R. HODGE, and C. H. WILLIAMS, tax payer; all expressed favor of the proposal to construct the housing units and asked the Council to enter into the agreement. MR. JOHN ALLEN, Architect, favored the proposal and pointed out that funds collected in excess of the amortization, can be returned to the City after a certain

period. MR. ROY LANE asked the City to enforce the building standard ordinances it had in effect. MR. PERONNE, discussing the need for housing for the aged suggested that these needs be provided through church or charitable organization, and cited the case in Waco where a Church group took over a down-town hotel and made it into a home for the aged. He asked the Council to look into these matters. MRS. FRANCISCO made inquiry as to why the owners of groups of shacks could not be made to bring them up to standard, and she asked why the ordinances could not be enforced. MR. HAL HENDRICKS stated he was opposed to the Cooperation agreement because it was totally inadequate. He suggested a better way of solving the problem and that would be for the City and County to demonstrate actively and in good faith cooperate with the citizens in the community who want to do something about this program in Austin and not in Washington. He suggested this was a local problem and let the citizens who are responsible meet their responsibilities and solve it. MAYOR PALMER stated the purpose of the hearing was whether or not the City should enter into the cooperation agreement with the Austin Housing Authority. The City could refuse to enter into this cooperation agreement; however, the city agrees to furnish utility facilities when a subdivision goes in. The subdivider puts in the streets, curbs and gutters, and the city does the maintenance. He said this is the same as this agreement is providing for. There is a certain date to comply with the requirements of abolishing substandard dwellings, and this could be done through purchases of right-of-way, etc., and would be applied to these 200 units. He stated if the Council had been petitioned by the opponents asking for an election, the Council would have had to call an election. If the Council refuses to enter into an agreement, the proponents can ask for an election. Former SENATOR JOE HILL and MR. CHARLES HERRING discussed the proposal, Mr. Hill asking for the estimated cost, the amount of property to be purchased, the locations proposed, and the policy on intergration. MR. HERRING stated no survey had been made as to locations; nor were the estimates of costs determined as yet; and without being specific, he said the costs might be around \$2,000,000. During the hearing it was brought out when Urban Renewal was in effect, that private enterprise has said they had a better answer; but nothing has been done, although there is a wide area for private enterprise. There had been statements made that people were eager by way of private enterprise to clear the slums and offered their service to the Council to do this; but in the past two and a half years, there had not been a single positive project proposed to do such. After much discussion and individual statements from the members of the Council, Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

RESOLUTION APPROVING COOPERATION  
AGREEMENT WITH HOUSING AUTHORITY  
OF THE CITY OF AUSTIN, TEXAS AND  
AUTHORIZING ITS EXECUTION.

Whereas, the City of Austin, Texas has caused to be published twice in its officially designated newspaper the notice of its intent to enter into a Cooperation Agreement with the Housing Authority of the City of Austin, Texas;

Whereas, 60 days or more have elapsed since the date of the first publication of said Notice, with no petition for election being filed in accordance with the Housing Cooperation Law of Texas;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS as follows:

1. The Cooperation Agreement between the City of Austin, Texas and the Housing Authority of the City of Austin, Texas is hereby approved.
2. The City Manager of the City of Austin, Texas is hereby authorized and directed to execute said Agreement and the City Clerk of the City of Austin, Texas is hereby authorized and directed to seal and attest said Agreement in the name of the City of Austin, Texas.
3. This resolution shall become effective immediately.
4. The Cooperation Agreement is in the following form to-wit:

COOPERATION AGREEMENT

This Agreement entered into this 21st day of December, 1961, by and between Housing Authority of the City of Austin, Texas, (herein called the "Local Authority") and The City of Austin, Texas, (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity for the Elderly by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more

Projects comprising approximately 200 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Texas, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) tenpercent (10%) of the aggregate Shelter Rent actually collected but in no event to exceed the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date of this cooperation agreement, whichever amount is the lower.

(c) The City shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body, including the City, in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality

or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas, and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. It is the purpose and intent of the parties hereto, in entering into this Agreement, to comply with the requirements of the United States Housing Act of 1937, as amended, and particularly Sections 10(a), 10(h), and 15(7)(b) thereof, in order to enable the Local Authority to obtain financial assistance from the PHA under authority of such Act. It is further not the intent of the

parties hereto by this Agreement to obligate the Municipality to the issuance of bonds, or the lending of credit or expending of money or assuming any debt in a manner prohibited by Article 6 of the Texas Constitution, and to that end the several provisions of this Agreement are declared to be separate and several, and if any provision of this Agreement shall ever be held to require the issuance of bonds, or lending of credit or expending of money or assuming any debt by the Municipality in violation of Article 6 of the Texas Constitution, then such provision shall be ineffective and the balance of the Agreement, as so modified, shall remain in full force and effect so long as it constitutes compliance with the provisions of the United States Housing Act of 1937, as amended to this date.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF AUSTIN, TEXAS

By \_\_\_\_\_  
City Manager

(Seal)  
Attest:

\_\_\_\_\_  
City Clerk

HOUSING AUTHORITY OF THE  
CITY OF AUSTIN, TEXAS

By \_\_\_\_\_  
Chairman

(Seal)  
Attest:

\_\_\_\_\_  
Secretary

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The Council recessed until 2:30 P.M.

RECESSED MEETING

2:30 P.M.

At 2:30 P.M. the Council resumed its business.

The City Manager made a report on Councilman Perry's request to check on improving service on baggage delivery at the Terminal Building. The complaint concerns only one airline who does not have enough people to service the operations. The same crew that unloads the plane has to stand by to load it. The problem is realized, and the Airline thinks it can improve it, but it has no control over the situation locally. The City Manager suggested that he write the Company a letter reporting there had been some complaints received. Councilman Perry moved that the City Manager be authorized to write the letter as he recommended. The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The City Manager stated MR. ED St. JOHN had contacted him on the possibility of renting space for a sign on Lamar and 12th for Superior Dairies, and proposed to pay \$25.00 a month on the land, subject to a 60-day cancellation. The Mayor stated the City could not afford to start this policy. The City Manager said there was a little triangle that belonged to the City between the building and bridge, at 12th and Lamar at the Enfield Shopping Center. Councilman Shanks moved that in view of the fact the Council feels it ill considered to set a precedent along this line that the request be denied. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

The Director of Public Works recommended that Powell Street from 5th to 6th Street be paved on the basis of a 20' roadway. Councilman Armstrong moved that the Council accept the recommendation and pave the street at 20 feet width. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

Councilman Perry inquired about the paving of the Montopolis area, and the Director of Public Works stated there was a great deal of right-of-way to be obtained; and as soon as they finished with the Bastrop Highway, they would see what could be done in this area. He stated he would talk to FATHER DONNELLY and explain the problems.

The City Manager stated several weeks ago he reported on the status of the questionnaire sent out to the City employees regarding outside employment; and that he had written to the Fire Chief to see if he could get better compliance on the questionnaires from his people, and giving them until December 15th to send in their answers. Three questionnaires have not been returned at this time, as two employees are on vacation, and the other recently died. Over half of the firemen have now answered; while 120 stated they preferred not to answer.

The Mayor read a letter from the United States Department of Justice regarding anti-trust laws and the purchases of asbestos pipe and had asked for information from September 1, 1956 to September 1, 1961. The letter was referred to the City Manager.

The Mayor read a letter from MR. ROBERT L. ROWE, Ebenezer Baptist Church, suggesting that the town lake be named "LAKE LAMAR". The letter was referred to the Chairman of the Town Lake Study Committee, MR. DAVID BARROW.

The Mayor read a letter from the president of the Austin League of Women Voters, supporting the decision of the Council to employ a planning consultant to revise the city's zoning ordinance.

The Mayor read an affidavit from JACK LLOYD stating an error was made in delivering a cow he purchased to the Abattoir instead of the Capital Auction Company; and the cow was slaughtered at the Abattoir without any authority from him or Mr. Jesse Gunn. He was presenting a claim for payment of \$169.10 for the cost of the cow. (Original affidavit had been referred to the Law Department.)

The Mayor read the following letter from MR. GEORGE K. MARSHALL, Lakeshore Ranch:

"12/15/61

"Dear Mayor:

"Thank you very much for the very courteous manner in which you and the rest of the council received our delegation yesterday and for the sympathetic manner in which you listened to our petition. No group of cedar choppers ever had a better reception anywhere!

"The U. S. Dept. of Commerce through the Bureau of the Census now considers ALL of Travis County as the Austin METROPOLITAN AREA and the Telephone Company ought to so deal with it or change the name of their plan. It's not consistent and is discriminatory!

"The whole area is to be tied into the City of Austin as far as rates and services go and when you compare the action we get for our money in the Lake Travis area with subscribers in the city of Austin and "contiguous" zones, it's ridiculous! In round figures, the whole county had about 200,000 people in the 1960 census with about 180,000 in the city of Austin. If the rural areas had an equal distribution of the other 20,000, we would have 5000 people we could talk to against 180,000 for each subscriber in Austin and the "first tier" zones! 1/36th of the potential use!

"In the original statement of the plan, reference was made to the fact that the bookkeeping costs for small toll charges amounted to more than the revenue and that this was a factor in bringing the surrounding communities into the "free" zone area. An REA engineer claims this to be around 23¢ and the new chart to be used after the plan is in operation shows our toll charge to Austin to be 20¢, 3¢ under the breakeven point.

"The Phone company doesn't do much of anything willingly and it will take a little pressure from the Council to get them to act wholeheartedly in the matter. We worked on them 12 years to service our area and only got it AFTER we had set up a corporation to put in our own system. That got results in 24 hours!

"Thanks again to all of you for such a nice experience!

"Sincerely,  
s/ Geo."

Mayor Palmer read a letter from the Board of Directors of the Anderson Mill Gardeners, Inc., Route 1, Leander, as follows:

"Route 1  
Leander, Texas  
Nov. 26, 1961

"Mr. David Barrow, Town Lake Planning

"Dear Sir:

"Our attention has been called to a proposed project for Town Lake -- development restoration of the old Anderson Mill along its shores.

"For several years Anderson Mill Gardeners, Inc., has been working on a project to restore the old Anderson Mill adjacent to its original site. Our club consists of approximately 65 members, all property owners in the vicinity of the actual site of the old mill. Our plans include an actual size reproduction of the mill, which we plan to make into a museum, and a meeting hall where our club meetings will be held. We have been given enlarged photographs of the mill by descendants of the Anderson family. We have a number of the Andersons as honorary, and active, members in our club. Quite a number of relics have been promised for our museum by the Andersons and other pioneer families. During the past two years this project has been intensively publicized by our club reporter in the Austin American.

"The Schulze Brothers Ranch has donated almost an acre of land to the club for this project. The site is located on property which is part of the original Anderson holdings. Also donated and recently completed, is the meeting hall, sized approximately 30'X60', built of stone and shake shingle roof. This meeting hall was built and presented to Anderson Mill Gardeners by Mr. John F. Robinson, as a tribute to his wife, Ada Zilker Robinson, who is a member of our club and chairman of our Board of Directors. Other donations consist of a chain link fence around the property, water well complete with pump, partial furnishings for the meeting hall, a patio for outdoor meetings and substantial cash donations from members of the Anderson family. We have also been given the stones from the old chimney which served the old Anderson home which was located adjacent to the mill.

"In view of the above facts we submit a protest to the duplication of OUR project which is to be carried out on the site overlooking the original millsite.

"Enclosed you will find clippings of publicity which will substantiate the above facts. Please return these clippings in the self addressed envelope as we need them for our scrap books.

"Respectfully,

"Board of Directors

Mrs. John F. (Ada Zilker) Robinson

Mrs. R. E. McDonald

Mrs. Minnie Anderson Hensel

Mrs. C. L. Chance

Mrs. Earl Barton

Mrs. Charles Hutter

Mrs. A. L. Zinser

Mrs. M. L. Loes

Mrs. Tom W. Schulze

Pres.

V. Pres.

Secy.

Treas. "

The letter was referred to the Chairman of the Town Lake Study Committee.

After careful study, Councilman White moved that an adjustment be made in the assessed value as follows:

CAPITAL PLAZA CENTER - Cameron Road

38.69 Acres of Duval Heights and 2.72 Acres out of the J. P. Wallace Survey (Parcel No. 2-2414-0218)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 760,470	\$ 708,400
Improvements	1,787,860	1,787,860
Total	<u>\$2,548,330</u>	<u>\$2,496,260</u>

The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
 Noes: None

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After careful study, Councilman White moved that an adjustment be made in the assessed value as follows:

HARRY M. WHITTINGTON

901 Brazos - Lot 1, Block 112, Original City (Parcel No. 2-0603-1507)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 50,360	\$ 45,320
Improvements	350	350
Total	<u>\$ 50,710</u>	<u>\$ 45,670</u>

South 78.5 feet of Lots 11 and 12, Block 96, Original City (Parcel No. 2-0603-1413)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 62,750	\$ 56,470
Improvements	0	0
Total	<u>\$ 62,750</u>	<u>\$ 56,470</u>

The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
 Noes: None

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Councilman White moved that the Council sustain the values set by the Board of Equalization as follows:

HARRY M. WHITTINGTON - 805 Brazos

Lot 10, Block 96, Original City (Parcel No. 2-0603-1405)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 20,680	
Improvements	301,850	
Total	<u>\$ 322,530</u>	No Change

The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
 Noes: None

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After detailed study, Councilman White moved that an adjustment be made in the assessed value as follows:

AUSTIN BAKING COMPANY - 5800 Airport Boulevard

12.89 Acres, James P. Wallace Survey (Parcel No. 2-2610-0303)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$155,610	\$128,430
Improvements	239,630	239,630
Total	<u>\$395,240</u>	<u>\$368,060</u>

The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilman Armstrong, Perry, Shanks, White, Mayor Palmer  
 Noes: None

- - - - -

Councilman Shanks moved that the Council sustain the values set by the Board of Equalization as follows:

MR. MORIN SCOTT - 4th and Congress

Lot 1, Block 42, Original City (Parcel No. 2-0502-0701)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 39,210	
Improvements	0	
Total	<u>\$ 39,210</u>	No Change

Lot 2, Block 42, Original City (Parcel No. 2-0502-0702)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 46,620	
Improvements	0	
Total	<u>\$ 46,620</u>	No Change

Lot 3, Block 42, Original City (Parcel No. 2-0502-0703)

	<u>Assessed Value</u>	<u>Council Action</u>
Land	\$ 54,040	
Improvements	0	
Total	<u>\$ 54,040</u>	No Change

The motion, seconded by Councilman White, carried by the following vote:  
Ayes: Councilmen Shanks, White, Mayor Palmer  
Noes: Councilmen Armstrong, Perry

Councilman Perry stated from previous experience, he could not place more value than Mr. Scott just got through paying for the land. Councilman Armstrong stated there was no other land that had been sold to set a price value. Mayor Palmer stated he based his vote on the equalization in the block on the front footage, and that one isolated sale would not necessarily constitute market value, and he wanted to sustain the Tax Department in the evaluation on this.

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MAYOR PALMER stated there was only one tax appeal to be decided upon, and that was the COMMODORE PERRY LAND COMPANY, Commodore Perry Hotel. MAYOR PRO-TEM PERRY read and filed a letter from MR. HOWARD COX, Co-Executor of the Estate of E. H. Perry and President of the Capital National Bank, as follows:

"December 21, 1961

"TO WHOM IT MAY CONCERN:

"The Estate of E. H. Perry, nor E. H. Perry III, individually by direct interest or in any other fashion, holds no interest whatsoever in the Commodore Perry Hotel as represented by stock, notes receivable, or any other claim or demand.

"I am pleased to address this letter inasmuch as I am co-executor of the Estate of E. H. Perry and in my capacity, further, as president of The Capital National Bank in Austin.

"Very truly yours,  
s/ Howard T. Cox  
Co-Executor of the Estate of  
E. H. Perry and President of  
The Capital National Bank in Austin"

Mayor Pro-tem Perry stated if there were any one not willing to accept the word of Mr. Howard Cox, all of the papers concerned with this sale and transaction including the papers discounting the notes, etc., may be seen in his office in the Perry Brooks Building.

The City Manager had a report from the Construction Engineer, MR. ELDRIDGE, regarding the lawn irrigation system for the Terminal Building. He recommended that the bid of CORBET LAWN SPRINKLER SERVICE be accepted using the plastic rather than the copper pipe. The Council discussed the difference in the copper and plastic pipe. The Mayor asked that an investigation be made and this brought up again next week.

The Council had a ceremony honoring COACH DARRELL ROYAL. Mayor Palmer stated it was known all over the Country that the Number One Football Team was in the City of Austin, and DARRELL ROYAL coached this team. The Mayor stated all were proud of Austin and recognized any news releases like these were of

great benefit to the city, and the Council recognized Mr. Royal had focussed the Nation's attention on the City of Austin. He stated Mr. ROYAL had been named "Coach of the Year", and that Mr. Royal would be the first to give credit to his coaching staff and to the boys playing on his team, but the City of Austin wants to proclaim January 9, 1962, DARRELL ROYAL DAY. The President of the University stated the University of Texas was proud of what Royal had done this season, and his contribution to the teaching profession and the tremendous influence he has on not only his teams but on the students.

PROCLAMATION

WHEREAS, the home-folks of the home-town of the greatest University in the greatest state in these great United States are justifiably proud of their adopted All-American son, Darrell Royal; and

WHEREAS, the University of Texas has not only earned contemporary national recognition through the indomitable football teams under the coaching of Darrell Royal, but of infinitely greater significance, those whom his leadership has influenced have been imbued with the larger treasures of integrity by a coach who would rather lose a game than engage in unsportsmanlike tactics; who would neither make excuses for losing nor brag about winning; and who by his own example contributes to the building of stalwart character in men fully equal to their tasks but humbly mindful of their obligations as brothers in the family of God; and

WHEREAS, in recognition of these and other extraordinary characteristics, the National Football Writers Association has bestowed upon our beloved Darrell Royal the coveted distinction of "Coach of the Year"; Now, Therefore, Be it Proclaimed,

As a token of their esteem and appreciation, that the people of the City of Austin have specially set apart for celebration and recognition the 9th day of January, 1962, A.D. to be observed as:

"DARRELL ROYAL DAY"

Given under my hand and the seal of the City of Austin this 21st day of December, 1961.

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The Planning Director submitted a request for change of name in a sub-division, which was on record. The street was named South Forest Drive, and it is desired that it be named Green Forest Drive. After discussion, Councilman Armstrong moved that the name of SOUTH FOREST DRIVE be changed to GREEN FOREST DRIVE. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

MAYOR PALMER, in behalf of the City Council, and the City Manager and his Administrative Staff, wished for all a very MERRY CHRISTMAS and a most HAPPY and PROSPEROUS NEW YEAR.

There being no further business, the Council adjourned at 3:40 P.M., subject to the call of the Mayor.

APPROVED

Leo E. Palmer  
Mayor

ATTEST:

Clara Masley  
City Clerk